

JUDGE SCHOFIELD

13 CIV 7287

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

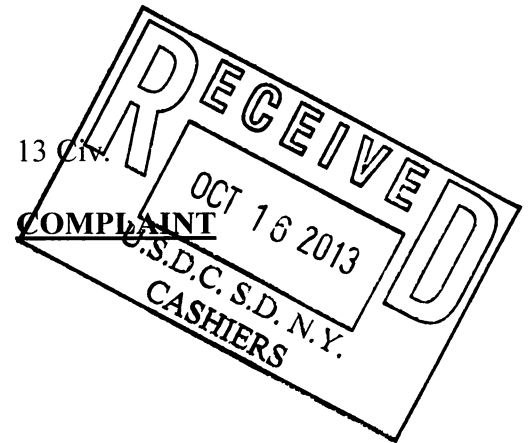
OOCL (USA) INC.,

Plaintiff,

-against-

C V INTERNATIONAL, INC.,

Defendant.



Plaintiff OOCL (USA) INC., by its undersigned attorneys, as and for its complaint against defendant C V INTERNATIONAL, INC. alleges as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.

2. Venue is proper in this judicial district as a substantial part of the events or omissions giving rise to the claim occurred herein.

3. Plaintiff OOCL (USA) INC. is a corporation incorporated under the laws of the State of New York with a principal place of business at 88 Pine Street, New York, New York.

4. Plaintiff is, and at all relevant times was, the agent of Orient Overseas Container Line Ltd.

5. Upon information and belief, defendant C V INTERNATIONAL, INC. is, and at all relevant times was, a corporation incorporated under the laws of the State of Virginia with a principal place of business at 1128 W. Olney Road, Norfolk, Virginia.

6. For the benefit of defendant, plaintiff provided and/or arranged transportation and related work, materials, labor and/or services at an agreed upon price pursuant to agreements set

forth, and incorporated by reference, in plaintiff's ocean bill of lading OOLU3077011260 (the "Bill of Lading") annexed hereto as Exhibit A.

7. In connection with the transportation and related work, materials, labor and/or services provided under the Bill of Lading, plaintiff issued to defendant invoice 3805355855 (the "Invoice") annexed hereto as Exhibit B.

8. The total amount due and owing to plaintiff under the Invoice is \$7,050.00.

FIRST CLAIM

9. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 8 hereof.

10. Defendant is, and at all relevant times, was contractually obligated to pay for the transportation and related work, materials, labor and/or services provided and/or arranged by plaintiff in connection with the aforementioned Bill of Lading.

11. Defendant has failed and refused to pay as agreed for the aforementioned transportation and related work, materials, labor and/or services provided and/or arranged by plaintiff.

12. Plaintiff has duly performed all of its contractual duties and obligations.

13. By reason of defendant's breach of contract, defendant is liable to plaintiff in the amount of \$7,050.00, plus interest, attorneys' fees and costs.

SECOND CLAIM

14. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 13 hereof.

15. Upon information and belief, defendant received and retained a statement of account and the aforementioned Bill of Lading without objection.

16. Upon information and belief, defendant had an account stated with plaintiff.

17. By reason of the foregoing, defendant is liable to plaintiff in the amount of \$7,050.00, plus interest, attorneys' fees and costs.

THIRD CLAIM

18. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 17 hereof.

19. Plaintiff provided valuable work, labor, materials and services for the benefit of defendant in connection with the aforementioned Bill of Lading.

20. Defendant was unjustly enriched by its failure and refusal to pay as agreed for such work, labor, materials and services.

21. By reason of the foregoing, defendant is liable to plaintiff in the amount of \$7,050.00, plus interest, attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment:

(1) on its First Claim, against defendant C V INTERNATIONAL, INC. in an amount in excess of \$7,050.00, plus interest, attorneys' fees and costs;


(2) on its Second Claim, against defendant C V INTERNATIONAL, INC. in an amount in excess of \$7,050.00, plus interest, attorneys' fees and costs;

(3) on its Third Claim, against defendant C V INTERNATIONAL, INC. in an amount in excess of \$7,050.00, plus interest, attorneys' fees and costs; and,

(4) for the costs and disbursements, including reasonable attorneys fees, of this action, and such other and further relief as the Court may deem just and proper.

Dated: New York, New York
October 15, 2013

THE LAW OFFICES OF MARK MCKEW, PLLC
Attorneys for Plaintiff

By: 
Mark L. McKew
1725 York Ave., Suite 29A
New York, New York 10128
Email: mmckew@mckewnylaw.com
Tel: (212) 876-6783
Fax: (646) 478-9090

EXHIBIT

A


| SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) | | COPY NON NEGOTIABLE | | SEA WAYBILL (Non Negotiable) | |
|---|---|--|--|--|--|
| ORIENT STAR TRANSPORT INTERNATIONAL LTD | | BOOKING NO. | SEA WAYBILL NO. (WAYBILL) OOLU3077011260 | | |
| | | EXPORT REFERENCES SC# PE124788 | | | |
| CONSIGNEE (COMPLETE NAME AND ADDRESS) | | FORWARDING AGENT-REFERENCES FMC NO. | | | |
| CV INTERNATIONAL INC 1128 WEST OLNEY ROAD NORFOLK, VA 23507 TEL: 757-466-1170 FAX: 757-466-823 | | POINT AND COUNTRY OF ORIGIN OF GOODS | | | |
| NOTIFY PARTY (COMPLETE NAME AND ADDRESS) (It is agreed that no responsibility shall be attached to the Carrier or its Agents for failure to notify (see Clause 13 on reverse)) | | ALSO NOTIFY PARTY-ROUTING & INSTRUCTIONS | | | |
| CV INTERNATIONAL INC 1128 WEST OLNEY ROAD NORFOLK, VA 23507 TEL: 757-466-1170 FAX: 757-466-823 | | | | | |
| PRE-CARRIAGE BY | | PLACE OF RECEIPT | | | |
| | | NINGBO | | | |
| VESSEL/VOYAGE/FLAG | | PANAMA | PORT OF LOADING | LOADING PIER / TERMINAL | ORIGINALS TO BE RELEASED AT |
| NYK LIBRA 81E40 | | | NINGBO | | NINGBO |
| PORT OF DISCHARGE | | PLACE OF DELIVERY | | TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD) | |
| LOS ANGELES | | LOS ANGELES, CA | | FCL / FCL CY/CY | |
| (CHECK "HM" COLUMN IF HAZARDOUS MATERIAL) PARTICULARS DECLARED BY SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER | | | | | |
| CNTR. NOS. W/SEAL NOS. MARKS & NUMBERS | QUANTITY (FOR CUSTOMS DECLARATION ONLY) | H M | DESCRIPTION OF GOODS | | GROSS WEIGHT |
| OOLU3673770 /BXY2649 | / | | 355 CARTONS /FCL / FCL | | /20GP/ |
| N/M | 355 CARTONS | | FOOTWEAR S/C: PE124788 SCAC CODE: OSTI GP ONE | | 2732.000KGS 27.511CBM |
| TOTAL: | 355 CARTONS | | | | 2732.000KGS 27.511CBM |
| OCEAN FREIGHT COLLECT | | | | | |
| TOTAL NO. OF CONTAINERS/PACKAGES RECEIVED & ACKNOWLEDGED BY CARRIER FOR THE PURPOSE OF CALCULATION OF PACKAGE LIMITATION (IF APPLICABLE): 1 CONTAINER(S)/PACKAGE(S) | | | | | |
| DESTINATION CHARGES COLLECT PER LINE TARIFF, AND TO BE COLLECTED FROM THE PARTY WHO LAWFULLY DEMANDS DELIVERY OF THE CARGO. | | | | | |
| SHIPPER LOAD AND COUNT, CONTAINER(S) SEALED BY SHIPPER | | | | | |
| NOTICE 1: For carriage to or from the United States of America, (i) Clauses 4 and 23 on the reverse side hereof limit the Carrier's liability to a maximum of U.S. \$500 per package or customary freight unit by virtue of incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant declares a higher cargo value below and pays the Carrier's ad valorem freight charge; and (ii) if carried on deck at Merchant's risk as to perils inherent in such carriage but in all other respects subject to the provisions of COGSA. | | | | | |
| NOTICE 2: See Clause 28 on the reverse side hereof: Notice to Endorsee and/or Holder and/or Transferee. | | | | | |
| NOTICE 3: If Goods carried on deck at Merchant's risk without responsibility for loss or damage hereunder caused, Declared Cargo Value US\$. If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged. | | | | | |
| FREIGHT & CHARGES PAYABLE AT / BY: | | SERVICE CONTRACT NO. | DOC FORM NO. | COMMODITY CODE | |
| | | PE124788 | | | |
| CODE | TARIFF ITEM | FREIGHTED AS | RATE | PREPAID | COLLECT |
| OCEAN FREIGHT 1 | 1/20GP | | 1536.00 | | USD 1,536.00 |
| BUC BUNKER CHARGE | 1/20GP | | 464.00 | | USD 464.00 |
| CSS CARRIER SECU C | 1/20GP | | 13.00 | | USD 13.00 |
| HSS HI SEC SEAL CH | 1/20GP | | 20.00 | CNY 20.00 | |
| PSS PEAK SEASON SU | 1/20GP | | 0.00 | | USD 0.00 |
| THC ORIG TRML HAND | 1/20GP | | 750.00 | CNY 750.00 | |
| DOC O/B DOC FEE | 1.000 | | 300.00 | CNY 300.00 | |
| TOTAL | | | CNY 1,070.00 | USD 2,013.00 | |
| TOTAL EQUIVALENT | | | CNY 1,070.00 | | |
| The printed terms and conditions appearing on the face and reverse side of this Bill of Lading are available at www.oocl.com, in OOC's published US tariffs, and in pamphlet form. | | | | | Received the Container/Package or other units indicated in the box identified as "Total No. of Containers/Packages received and acknowledged by Carrier" in apparent good order and condition, unless otherwise indicated, to be transported and delivered as herein provided. |
| + STRIKE OUT FOR ON BOARD VESSEL BILL OF LADING | | | | | The receipt, custody, carriage and delivery of the goods are subject to the terms appearing on the face and back hereof and to the Carrier's applicable tariff. |
| * SEE CLAUSE 1 ON REVERSE SIDE | | | | | In witness whereof 0 original bills of lading have been signed, one of which being accomplished, the other(s) to be void. |
| o SEE CLAUSE 2 ON REVERSE SIDE | | | | | DATE CARGO RECEIVED |
| OF001 | | | | | DATE LADEN ON BOARD o |
| HOD 01/01 | | | | | 4 OCT 2012 |
| | | | | | DATED |
| | | | | | 4 OCT 2012 |
| SIGNED ORIENT OVERSEAS CONTAINER LINE BY: (CHINA) CO., LTD | | | | | as agent for |
| ORIENT OVERSEAS CONTAINER LINE LIMITED, AS CARRIER | | | | | |

OOCLO00001

EXHIBIT

B

ORIGINAL

|  We take it personally | | OOCL (USA) Inc As Agent For Orient Overseas Container Line Limited INVOICE | | PAGE NO. : 1 DEBIT NOTE NO. : 380 5355855 ISSUE DATE : 11 Jan 2013 DUE DATE : 11 Jan 2013 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|---|--|---|-----------------------------------|--------------------|-------------|--------------|-------------|------------------|--|---------------|---------------|--|--|-----|---------|---------|----------|-----------|--|--|-----|-------|---------|-------|-------------------|--|--|--|--|--|-----------------|
| INVOICE TO C.V. International 1128 W. Olney Road Norfolk, VA - 23507 United States | | CUSTOMER ID 3127575000 | OFFICE OF ISSUE Long Beach | | BILL OF LADING NO. 3077011260 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | SHIP TO / BY C V International Inc. | PLACE OF RECEIPT Ningbo | | PORT OF LOADING Ningbo | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | PORT OF DISCHARGE Los Angeles | | FINAL DESTINATION Los Angeles | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | VESSEL VOYAGE BOUND NYK LIBRA 81E40 | | ARRIVED / DEPARTED 22 Oct 2012 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REFERENCE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DESCRIPTION <table border="1"> <thead> <tr> <th>Container/s</th> <th>Description</th> <th>Total weight</th> <th>Measurement</th> </tr> </thead> <tbody> <tr> <td>OOLU3673770 20GP</td> <td>FOOTWEAR S/C:PE124788 SCAC CODE:OSTI GP ONE</td> <td>2732.000 KG</td> <td>27.511 CBM</td> </tr> </tbody> </table> | | | | | | Container/s | Description | Total weight | Measurement | OOLU3673770 20GP | FOOTWEAR S/C:PE124788 SCAC CODE:OSTI GP ONE | 2732.000 KG | 27.511 CBM | | | | | | | | | | | | | | | | | | | | |
| Container/s | Description | Total weight | Measurement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OOLU3673770 20GP | FOOTWEAR S/C:PE124788 SCAC CODE:OSTI GP ONE | 2732.000 KG | 27.511 CBM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>CHARGE DESCRIPTION</th> <th>BASIS</th> <th>RATE</th> <th>CUR</th> <th>EXTENDED VALUE</th> <th>EXCHANGE RATE</th> <th>AMOUNT IN USD</th> </tr> </thead> <tbody> <tr> <td>DEPOT STORAGE</td> <td></td> <td></td> <td>USD</td> <td>7200.00</td> <td>1.00000</td> <td>7,200.00</td> </tr> <tr> <td>ADMIN FEE</td> <td></td> <td></td> <td>USD</td> <td>50.00</td> <td>1.00000</td> <td>50.00</td> </tr> <tr> <td colspan="6">AMOUNT DUE</td> <td>7,250.00</td> </tr> </tbody> </table> <div style="text-align: right; margin-top: 20px;"> <i>PAID</i> <i>(200.00)</i> <i>7,050.00</i> </div> | | | | | | CHARGE DESCRIPTION | BASIS | RATE | CUR | EXTENDED VALUE | EXCHANGE RATE | AMOUNT IN USD | DEPOT STORAGE | | | USD | 7200.00 | 1.00000 | 7,200.00 | ADMIN FEE | | | USD | 50.00 | 1.00000 | 50.00 | AMOUNT DUE | | | | | | 7,250.00 |
| CHARGE DESCRIPTION | BASIS | RATE | CUR | EXTENDED VALUE | EXCHANGE RATE | AMOUNT IN USD | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DEPOT STORAGE | | | USD | 7200.00 | 1.00000 | 7,200.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ADMIN FEE | | | USD | 50.00 | 1.00000 | 50.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AMOUNT DUE | | | | | | 7,250.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REMARKS Other correspondence/disputes, please send to: OOCL - Finance & Accounting 801 Warrenville Road, Suite 300, Lisle, IL 60532 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CUSTOMER 3127575000 C V International Inc. | | MAILING ADDRESS OOCL (USA) Inc. 17777 center Court Dr., Suite 500, Cerritos, CA 90703. Tel : (1) 562-4992600 Fax : (1) 562-4994401 | | BANK REMITTANCE TO The HSBC Bank USA 1 HSBC Center Buffalo, NY 14203 Credit A/C of : Orient Overseas Container Line,Ltd. Account No. 000-127205 ABA Routing 0220000020 for ACH ABA # 021001088 Wire Transfer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OFFICE Long Beach | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DEBIT NOTE NO. 380 5355855 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BL NUMBER 3077011260 | | AMOUNT DUE → USD 7,250.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Invoice Issued As Agent For Orient Overseas Container Line Limited To be paid by due date on the invoice | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

OOCL000002